



## Summer Camp Liability Waiver

I am the Parent/Guardian of the minor child below (the "Participant") and am fully competent to sign this agreement. I understand that I have approved the Participant's request to participate in the Town of Burgaw's summer camp session.

I understand that summer camp involves various physical activities, including but not limited to jungle gyms, traveling across town and motor vehicles, walking/running/playing and exposure to the sun and there are risks associated with such activities. I understand the nature of the camp and my child's participation therein. I acknowledge that the Participant is in good health and has adequate health insurance necessary to provide for any medical costs that may arise as a result of injury.

I (Parent/Guardian) understand that the Town of Burgaw assumes no responsibility for injuries or illnesses that Participant may sustain, a) as a result of Participant's physical condition, b) resulting from the Participant's participation in an activity, c) as a result of another Participant's or third person's actions, or d) as a result of the Participant's use of the Town of Burgaw's facilities and/or equipment in connection with an activity. The Participant and Parent/Guardian releases and agrees to hold harmless, defend and indemnify the Town of Burgaw and its officials, town manager, employees and volunteers from and against any and all claims for personal injury (including loss of life) and all other losses or damages (except those caused entirely by gross negligence or intentional conduct of the Town of Burgaw and/or its agents, volunteers, officials and/or employees) that the Participant may suffer as a result of his or her participation and/or enrollment in the Town of Burgaw's Camp activities.

I (Parent/Guardian) grant permission to the Town of Burgaw and its employees to take the Participant to a licensed physician for medical treatment, emergency surgery, or hospitalization if Participant becomes ill, sustains an injury, or otherwise requires medical treatment or attention and the "Town" is unable to contact the emergency contact listed for the Participant. The Parent/Guardian gives consent to any licensed physician to administer drugs or medicine or to perform such medical procedures as that physician determines necessary for the relief of pain and to preserve the Participant's life or health. Parent/Guardian further authorizes the Town of Burgaw to give first aid, CPR or other treatment by qualified staff member to Participant.

Participant and Parent/Guardian understand and agree that the Town of Burgaw is not responsible for personal property that is lost, stolen or damaged in connection with this activity.

This agreement shall be binding upon the Participant, his or her Parent/Guardian, heirs, estate, successor, and legal representatives.

This agreement represents the entire agreement between the parties. This agreement shall not be modified or amended except by an agreement in writing signed by both parties.

If any portion of this waiver and release are held to be invalid, Participant and Parent/Guardian agree that the remaining terms shall continue to be in full legal force and effect. Participant and Parent/Guardian understand and agree that this Waiver and release is binding upon me and my heirs, estates and legal representatives.

I grant the Town of Burgaw the right to copyright, re-use, publish and republish by any medium, including electronically, any photos of my child or in which they may be included, that may be taken while participating in the Town of Burgaw's camp activities.

I give my consent for my child to participate in any off-site activities during the summer camp program. Transportation to and from these activities will be provided via bus, truck or van, which will be under the supervision of Town of Burgaw camp staff members. I discharge, waive, and indemnify the Town of Burgaw and its agents, volunteers, officials, and/or employees against all claims, property damage, accidents, and death that may occur while traveling to and from summer camp activities. (except those caused entirely by gross negligence or intentional conduct of the Town of Burgaw and/or its agents, volunteers, officials and/or employees).

### **Please Read Carefully. This Document Contains a Release and Waiver of Liability**

I have read and voluntarily signed this Waiver and Release of Liability.

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_